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Doc#: 1002812079 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2010 11:16 AM Pg: 1 of 9

THIS DOCUMENT HAS BEEN
PREPARED BY:

BANKFINANCIAL, F.S.B.

AFTER RECORDATION RETURN TO:

BANKFINANCIAL, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527
Attn: Laurie Henchel

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000

STC

6000008

3044

COMBINED SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

- ILLINOIS LAND TRUST -

(Form Revised 4-5-07)

THIS AGREEMENT is made as of December 4, 2009 by Standard Bank and Trust Company, as Trustee, under the provisions of a Trust Agreement ("Trustee") not personally or individually, but solely as trustee under the provisions of that certain Trust Agreement dated December 1, 2009 and known as Trust No. 20716 (the "Trust Agreement") in favor of BANKFINANCIAL, F.S.B., a federal savings bank ("Lender"). Trustee, may be referred to herein as "Assignor."

RECITALS:

A. Simultaneously with the execution of this Agreement, Beneficiary has directed Trustee, as "Borrower," to execute and deliver to Lender a Mortgage, Assignment of Rents and Security Agreement (the "Security Instrument") encumbering the real property described in Exhibit A attached hereto and made a part hereof by this reference and the other "Mortgaged Property" described in the Security Instrument, to secure certain indebtedness of the Trustee and Beneficiary under a Note (the "Note") dated the same date as the Security Instrument. Terms used in this Agreement and not defined herein have the meanings given to those terms in the Security Instrument.

B. To induce Lender to make the loan evidenced by the Note, Assignor has agreed to assign to Lender all of Assignor's right, title, and interest in and to certain other property, leases, rents, and revenues and grant a security interest to Lender in certain other collateral, all as more fully set forth herein. The "Loan Documents" as used in this Agreement, means

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Combined Security Agreement and Assignment of Rents and Leases
Loan No. 1902043412

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the Loan Documents described in the Security Instrument, and include this Agreement, the Security Instrument, the Beneficiary's Undertaking (the "Undertaking"), and the Collateral Assignment of Beneficial Interest (the "Collateral Assignment") executed by Beneficiary.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant of Security Interest

(a) This Agreement is a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"), and Assignor hereby grants to Lender a security interest in the UCC Collateral. Assignor hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Assignor agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Assignor shall pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that Lender may require. Without the prior written consent of Lender, Assignor shall not create or permit to exist any other lien or security interest in any of the UCC Collateral.

(b) Except only as may be expressly provided for in the Security Instrument, Assignor shall not (i) change its name, identity, structure or jurisdiction of organization; (ii) change the location of its place of business (or chief executive office if more than one place of business); or (iii) add to or change any location at which any of the Mortgaged Property is stored, held or located.

(c) If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Agreement and the other Loan Documents or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies.

(d) This Agreement constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law.

2. Assignment of Rents; Appointment of Receiver; Lender in Possession

(a) Assignor absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Assignor. Promptly upon request by Lender, Assignor agrees to execute and deliver such further assignments as Lender may from time to time require. Assignor and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute, present and irrevocable assignment and not an assignment for additional security only. However, if this present absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of the Assignor and Lender that in this circumstance this Agreement create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Agreement.

(b) After the occurrence of an Event of Default, Assignor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants Assignor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes, and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, and subject to the terms of the Security Instrument, the Rents remaining after application pursuant to the preceding sentence may be retained by Assignor free and clear of, and released from, the lien created by this Agreement. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Assignor's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they

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become due and payable, including Rents then due and unpaid. Assignor shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, (i) Lender may give, and Assignor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, (ii) no tenant shall be obligated to inquire further as the occurrence or continuance of an Event of Default, and (iii) no tenant shall be obligated to pay Assignor any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Assignor shall not interfere with and shall cooperate with Lender's collection of such Rents.

(c) Assignor represents and warrants to Lender that Assignor has not executed any prior assignment of Rents (other than as provided in the Security Instrument, and other than any assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the loan evidenced by the Note), the Assignor has not performed, and Assignor covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this Section 2, and that at the time of execution of this Agreement there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Assignor shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Assignor and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purpose of enforcing the assignment of Rents pursuant to this Section 2, protecting the Mortgaged Property or the security of this Agreement, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Assignor's solvency and without the necessity of giving prior notice (oral or written) to Assignor, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Assignor, by its execution of this Agreement, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Assignor shall surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the Mortgaged Property, Lender may exclude Assignor and its representatives from the Mortgaged Property. Assignor acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 2 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements, as those terms are defined in the Security Instrument.

(e) If Lender enters the Mortgaged Property, Lender shall be liable to account only to Assignor and only for those Rents actually received. Except to the extent of Lender's gross negligence or willful misconduct, Lender shall not be liable to Assignor, anyone claiming under or through Assignor or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section 2, and Assignor hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an additional part of the Indebtedness, as provided in Section 12 of the Security Instrument.

(g) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Agreement and the Security Instrument shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Agreement.

3. Assignment of Leases; Leases Affecting The Mortgaged Property.

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(a) As part of the consideration for the Indebtedness, Assignor absolutely and unconditionally assigns and transfers to Lender all of Assignor's right, title and interest in, to and under the Leases, including Assignor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Assignor's right, title and interest in, to and under the Leases. Assignor and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of the Assignor and Lender that in this circumstance this Agreement create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Agreement. However, until Lender gives notice to Assignor of Lender's exercise of its rights under this Section 3, Assignor shall have all rights, power and authority granted to Assignor under any Lease (except as otherwise limited by this or any other provision of this Agreement or the Security Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Assignor shall comply with and observe Assignor's obligations under all Leases, including Assignor's obligations pertaining to the maintenance and disposition of tenant security deposits.

(b) Assignor acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 3 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of this assignment shall not at any time or in any event obligate Lender to take any action under this Agreement or to expend any money or to incur any expenses. Except to the extent of Lender's gross negligence or willful misconduct, Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, this assignment shall not (i) obligate Lender to perform any of the terms, covenants and conditions contained in any Lease (or otherwise impose any obligation upon Lender with respect to any Lease); (ii) obligate Lender to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) impose upon Lender any responsibility for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Agreement by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Assignor, prior to such actual entry and taking of possession.

(c) Upon delivery of notice by Lender to Assignor of Lender's exercise of Lender's rights under this Section 3 at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Assignor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(d) Assignor shall, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Lender, shall be for initial terms of at least six months and not more than two years, and shall not include options to purchase. If Assignor is a cooperative housing corporation, association or other validly organized entity under municipal, county, state or federal law, notwithstanding anything to the contrary contained in this subsection, so long as Assignor is not in breach of any covenant of this Agreement, Lender hereby consents to the execution of leases of apartments for a term in excess of two years from Assignor to a tenant shareholder of Assignor, to the surrender or termination of such leases of apartments where the surrendered or terminated lease is immediately replaced or where the Assignor makes its best efforts to secure such immediate replacement by a newly executed lease of the same apartment to a tenant shareholder of the Assignor. However, no consent is hereby given by Lender to any execution, surrender, termination or assignment of a lease under terms that would waive or reduce the obligation of the resulting tenant shareholder under such lease to pay cooperative assessments in full when due or the obligation of the former tenant shareholder to pay any unpaid portion of such assessments.

(e) Assignor shall not lease any portion of the Mortgaged Property for non-residential use except with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Assignor shall not modify the terms of, or extend or terminate, any Lease for non-residential use (including any Lease in existence on the date of this Agreement) without the prior written consent of Lender. However, Lender's consent shall not be required for the modification or extension of a non-

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residential Lease if such modification or extension is on terms at least as favorable to Beneficiary as those customary at that time in the applicable market and the income from the extended or modified Lease will not be less than the income received from the Lease as of the date of this Agreement. Assignor shall, without request by Lender, deliver an executed copy of each non-residential Lease to Lender promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Agreement; (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property; (5) after a foreclosure sale of the Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

(f) Assignor shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two months in advance.

(g) The UCC Collateral, the Rents and the Leases shall be collectively referred to in this Agreement as the "Supplemental Collateral".

4. Title to Supplemental Collateral

(a) Except for the security interest of Lender, Assignor is the owner of all of the Supplemental Collateral, free from any lien, security interest, encumbrance or other right, title or interest of any other individual or entity. Assignor shall defend the Supplemental Collateral against all claims and demands of all persons at any time claiming the Supplemental Collateral or any interest in the Supplemental Collateral adverse to Lender.

(b) There is no financing statement now on file in any public office that refers to, describes, or includes any of the Supplemental Collateral. So long as any Indebtedness, liabilities, or obligations of Beneficiary or Trustee to Lender remain unpaid or unperformed, Assignor will not make any further assignment or pledge of the Supplemental Collateral in whole or in part and will not execute or file any financing statement or statement describing or attempting to describe the Supplemental Collateral.

5. Security

(a) This Agreement is made and given as security for: (a) payment in full of the "Indebtedness" (including all principal, interest, fees, expenses, and other charges) now or hereafter payable under the Note, the Security Instrument, and/or the Loan Documents; and (b) performance of all of the obligations imposed upon the Land Trustee and the Beneficiary pursuant to the Security Instrument and other Loan Documents. The term "Indebtedness" as used in this Agreement and the Loan Documents includes all expenses and charges, including Attorneys' Fees and Costs (as defined in the Security Instrument) paid or incurred by Lender in realizing or protecting the Supplemental Collateral or the obligations secured by this Agreement.

(b) All funds advanced by Lender for any purpose authorized by the Note or the Loan Documents, or for the protection of the Property, the Collateral (as defined in the Collateral Assignment), the Supplemental Collateral, or the lien of Lender thereon, and all expenses paid or incurred in connection therewith, including Attorneys' Fees and Costs, shall be part of the indebtedness secured by the security interest created by this Agreement and become immediately due and payable without notice and with interest at the "Default Rate" specified in the Note.

(c) Assignor agrees to deliver to Lender such confirmatory instruments as Lender may reasonably request to evidence and perfect such security interest, which may include appropriate financing statements under the Uniform Commercial Code, as well as any extensions, renewals and amendments which Lender may require.

6. Remedies of Lender

(a) At any time that an Event of Default exists under the Security Instrument, regardless of whether or not the maturity of the principal of the Note is accelerated, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may exercise any one or more of the rights or remedies set forth in the Note or the Loan Documents. Any requirement of the Uniform Commercial Code for reasonable notice shall be met if the notice is given in accordance with the requirements of Section 11, at least twenty (20) business days prior to the time of the sale, disposition or

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other event or thing giving rise to the requirement of notice (which period and method of giving notice is hereby agreed to be commercially reasonable). In exercising any of its remedies, Lender may proceed against the items of real property and any items of personal property comprising the Supplemental Collateral separately or together and in any order, without in anyway affecting the availability of Lender's remedies under the Code or of the remedies provided in this Agreement or any other Loan Documents. The right of Lender to be the purchaser for its own account at any sale or other disposition of the Supplemental Collateral shall not be affected by the fact that Lender is or may be now or at the time of such sale or disposition record titleholder to the Supplemental Collateral, nor shall that fact in any manner affect the rights of Lender to sell, dispose of or otherwise deal with the security interest granted in this Agreement.

(b) Any and all net proceeds realized by Lender pursuant to this Section 6, after first deducting all legal or other costs and expenses incurred by Lender in effecting such realization, shall be applied to pay any or all of the Indebtedness as Lender shall deem proper, with any surplus to be returned to Assignor. Upon full payment and performance of all Indebtedness, obligations and liabilities hereby secured, Lender agrees to release this Agreement and the lien or charge created hereby. The recorded satisfaction or release of the Security Instrument shall automatically effect the release of this Agreement.

7. Restrictions on Transfer of Supplemental Collateral

Assignor agrees not to transfer, convey, assign, or encumber any of its interest in the Supplemental Collateral without the prior written consent of Lender, except as expressly permitted in the Security Instrument and the Collateral Assignment.

8. Remedies

All rights and remedies set forth in this Agreement or afforded by law or equity are in the alternative and are cumulative, and may be exercised concurrently, independently, or successively, in any order.

9. No Waiver

No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Lender except as expressly set forth in a writing duly signed and delivered on behalf of Lender. No action of Lender permitted by this Agreement shall in any way affect or impair the rights of Lender and the obligations of Beneficiary under this Agreement except as expressly set forth in a writing duly signed and delivered on behalf of Lender. No right or power of the Borrower, the Beneficiary, or anyone else to assert any claim or defense as to the invalidity or unenforceability of any of the Obligations shall affect or impair the obligations of Beneficiary under this Agreement.

10. Governing Law; Consent to Jurisdiction and Venue; Severability; Conflict in Provisions

(a) This Agreement shall be governed by the laws of the jurisdiction in which the Lender is located (the "Property Jurisdiction").

(b) Assignor agrees that any controversy arising under or in relation to this Agreement may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have jurisdiction over all controversies that shall arise under or in relation to this Agreement. Assignor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing in this Section 10 is intended to limit Lender's right to bring any suit, action or proceeding relating to matters under this Agreement in any other court of any other jurisdiction.

(c) In the event that any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provisions, and to this end the provisions of this Agreement are declared to be severable.

(d) This Agreement supplements, and does not supersede the Security Instrument, the Undertaking, the Collateral Assignment, or any other of the Loan Documents. In the event of a conflict in any of the terms of this Agreement and the terms of the Security Instrument, the Undertaking or the Collateral Assignment, the terms of the Security Instrument, the Undertaking or the Collateral Assignment, as applicable, shall control.

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11. Notices

Notices under this Agreement shall be given as provided in the Security Instrument and the Collateral Assignment

12. Survival of Covenants

The covenants contained in this Agreement shall survive any transfer of the beneficial interest in the Trust, any transfer by Lender of the Note or the Security Instruments, and any conveyance of the Property by Trustee.

13. Trustee's Exculpation

This Agreement is executed by the undersigned Trustee, not personally or individually, but as trustee of the land trust that holds title to the Mortgaged Property, in the exercise of the power and authority conferred upon and vested in it as trustee. It is expressly understood and agreed by each original and successive owner or holder of this Agreement that nothing contained in this Agreement shall be construed as creating any liability on the Trustee in its personal or individual capacity under this Agreement, and that any recovery against the Trustee under this Agreement shall be solely against and out of the Mortgaged Property.

14. WAIVER OF TRIAL BY JURY

ASSIGNOR AND LENDER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND ASSIGNOR THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBITS. The following Exhibits are attached to this Agreement:

Exhibit A Description of the Land (required).

IN WITNESS WHEREOF, Trustee and Beneficiary have executed this Agreement as of the day and year first above written.

TRUSTEE:

Standard Bank and Trust Company, as Trustee, under the provisions of a Trust Agreement dated December 1, 2009 and known as Trust Number 20716, not personally or individually, but solely as Trustee as set forth above

By: *Patricia Ralphson*

Printed Name: Patricia Ralphson, AVP

Title: Trust Officer

Attest *Donna Diviero*
Donna Diviero, ATO

**EXCULPATORY CLAUSE
ATTACHED HERETO AND
MADE A PART HEREOF**

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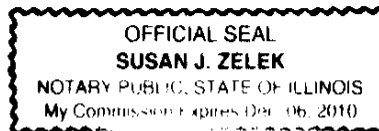
This ASSIGNMENT OF RENTS is executed by STANDARD BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said First Party or on said STANDARD BANK AND TRUST COMPANY personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the First Part and its successor and said STANDARD BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in the State aforesaid, do hereby certify, that Patricia Ralphson, AVP and Donna Diviero, ATO of the Standard Bank and Trust Company and of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and ATO, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said AIC then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as aforesaid, for the uses and purposes there set forth.

Given under my hand and notarial seal, this 4th day of December, ~~2008~~ 2009

Susan J. Zelek
 NOTARY PUBLIC



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EXHIBIT "A" DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 32 IN OAK FOREST TERRACE PHASE II-"A", BEING A RESUBDIVISION OF PART OF LOT "C" AND ALL OF LOT "D" IN OAK FOREST TERRACE, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF LOT 32 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHWEST CORNER OF SAID LOT 32; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 54.50 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ON THE EAST LINE OF SAID LOT 32 AND SAID EAST LINE PRODUCED SOUTH, A DISTANCE OF 49.59 FEET TO THE CENTER LINE OF 8 INCH WALL; THENCE SOUTH 89 DEGREES 44 MINUTES 40 SECONDS WEST IN THE CENTER LINE OF SAID 8 INCH WALL A DISTANCE OF 26.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 4.29 FEET TO A CORNER OF SAID LOT 32; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON THE LOT LINE OF SAID LOT 32, A DISTANCE OF 28.50 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ON THE WEST LINE OF SAID LOT 32, A DISTANCE OF 54.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED 1-16-1976 AS DOCUMENT NUMBER 23358154, AND AS SUPPLEMENTED AND AMENDED BY DOCUMENT NUMBERS 23159116, 23838571, 23889604 AND 24862379, OVER, UPON AND ACROSS OUTLOT "B"

PROPERTY ADDRESS: 15731 Terrace Dr., Oak Forest, Illinois 60452

DIN#

28.17.413.047